

Effective Date: September ____, 2014

WestWorld Rules and Regulations

All WestWorld users are subject to and must comply with these rules and regulations. A user shall be understood to mean any event producer, his agents, employees, subcontractors, paid attendees of any event, or any person who has entered WestWorld, including but not limited to, any parking facilities, buildings, tents, arenas, or barns.

GENERAL:

1. General Matters.

1.1 Activity Hours. All events, move-in, move-out, and other activities at WestWorld shall be confined to the hours of 8:00 a.m. to 11:59 p.m. each day, except that the following activities are allowed at all hours:

- a. Overnight security.
- b. Fire, police, medical and other emergency response.
- c. Medical care of horses.
- d. Private activity inside an R.V.

e. Such other limited activities as WestWorld may elect to allow from time to time in WestWorld's sole discretion, which shall be subject to such limitations and conditions as WestWorld may determine.

1.2 Unauthorized Use. Unauthorized use of WestWorld facilities is prohibited.

1.3 Effect on Other Users. More than one event or activity may be scheduled at the same time at the WestWorld Facility. Event producers shall conduct their events and activities at WestWorld so as to minimize their effect on other events, activities, and persons at WestWorld.

1.4 Fees. All fees for use of WestWorld must be pre-paid in cash or by credit card with appropriate identification.

1.5 Liability Release and Waiver Agreement. Event producers, temporary/overnight boarders, and R.V. guests are required to register with WestWorld management and sign a Liability Release and Waiver Agreement before using WestWorld facilities. Failure to do so may result in the termination of their privilege of access to WestWorld. A copy of the Liability Release and Waiver Agreement is attached hereto as Exhibit "1."

1.6 Risk of Harm. Persons using WestWorld shall do so at their own risk. WestWorld is not responsible for any Injury or damage to persons or property while at WestWorld, or while coming to or departing from WestWorld.

1.7 Private Property. WestWorld is not liable for lost, stolen, or damaged personal property. This includes any items delivered, received, handled, stored, or otherwise located at WestWorld, either prior to, during, or subsequent to any person's use of WestWorld. WestWorld will dispose of unclaimed perishable property at WestWorld's sole discretion. Non-perishable personal property left at WestWorld, and unclaimed for ninety-days (90) will become the exclusive property of WestWorld.

1.8 Notice of Aircraft Overflights. Notice is given that aircraft will be flying in the airspace over WestWorld, in and out of the Scottsdale Airport, and this will necessarily include the creation of noise, vibrations, or other visual or sound effects relating to flight operations by any aircraft within this airspace. Such visual or sound effects can have an alarming effect on some horses, and owners or handlers of horses should be aware of this potential occurrence and care for their horses accordingly.

1.9 Damage to Facilities. Users of WestWorld Facilities are responsible for any and all damage to WestWorld facilities or equipment, excluding normal wear and tear. WestWorld reserves the rights to repair any damage and to invoice the entity or person responsible for the costs of such repairs. Failure to pay for such damage in a timely manner may result in the filing of a damage claim against the user responsible for such damage, including reasonable attorney's fees and costs.

1.10 Accident Reporting. Accidents or other personal injury or property damage of any nature shall be reported immediately to WestWorld management and/or security personnel.

1.11 Commercial Activity. Sales and distribution of any goods or services and other commercial activities are prohibited except when conducted under written contract with an event producer as allowed by an event contract.

1.12 Waste Disposal. All trash or other solid waste materials shall be disposed of only in designated areas or receptacles.

1.13 Plumbing. Restrooms, drains, or any other water facilities shall only be used for the purposes for which they were constructed. Sweepings, rubbish, rags, papers, or other inappropriate substances shall not be disposed of in restrooms, drains, or other water facilities.

1.14 Equipment Operation. Only WestWorld employees may operate WestWorld equipment, tractors, and other WestWorld vehicles.

1.15 Signs. WestWorld visitors and event producers may not post or exhibit any printed material such as posters, signs, or advertisements on WestWorld without the prior written consent of WestWorld.

1.16 Conduct at WestWorld Facility. It is intended that the WestWorld Facility provides the public with a family atmosphere devoid of any act by any person contrary to the highest standards of community sensitivity, and avoiding any actions that are noisy, unruly, inebriated, disruptive, gambling, disorderly, lewd, nude, topless, bottomless, including the performance of any specified sexual activities, making visible his or her specified anatomical areas, adult oriented, unwholesome or sexually oriented behavior, business, entertainment, or other activity of any description or to any degree at the WestWorld Facility. As used herein, the terms nude, specified sexual activities, and specified anatomical areas are as defined in Scottsdale Revised Code, §16-237. Any such behavior, business or activity at the WestWorld Facility by any user of the WestWorld Facility is strictly prohibited. The preceding sentence does not apply to private conduct that occurs

completely inside a lawfully parked recreational vehicle that is fully enclosed with solid walls, if such conduct is not visible to the public or otherwise discernable outside the recreational vehicle, except as prohibited by Scottsdale Revised Code, §16-236 et. seq. All users on any part of the WestWorld Facility specifically acknowledge that the requirements of this section are requirements of these Rules and Regulations, and are in addition to any zoning or other governmental regulation affecting the WestWorld Facility. Any violation of this section by any user of any part of the WestWorld Facility shall be considered an "Unruly Behavior Occurrence." Any user who commits or who causes, directs, or encourages any person to commit an Unruly Behavior Occurrence is subject to immediate ejection from the WestWorld Facilities as prohibited in Section 1.17.

1.17 Right to Refuse Admission. WestWorld reserves the right to refuse admission to, or eject, or cause to be ejected from the WestWorld Facility any user(s) who:

- a. Displays inappropriate behavior, drunkenness, or deliberate disregard for the requirements of these Rules and Regulations or the terms and conditions of any event contract.
- b. Creates an "Unruly Behavior Occurrence.
- c. Engages in any acts of violence or any activity that may create or results in a potential threat to public health or safety.
- d. Harms or threatens to harm any person or thing.
- e. Uses loud or electronically amplified profanity.
- f. Violates any provision of these Rules and Regulations or any event contract.

1.18 Photography. WestWorld reserves the right to use the name, image, photograph, likeness, or any other reproduction, taken or acquired by WestWorld of any visitor or event produced at WestWorld for WestWorld publicity purposes without notifying or compensating individuals therein.

a. Event Photography. An event producer may restrict photography in an event arena to photographers licensed by the event producer, provided that the event contract has authorized the restriction. It is the responsibility of the event producer to enforce any photography restrictions and such restrictions may only be enforced if the event producer has first posted clearly visible signs at all public entrances to the event and printed a prominent notice of the restriction in any event program and on its website, if any.

b. Commercial Motion Picture and Television Production. All commercial motion picture and television production shall be done in accordance with the provisions of Chapter 16, Article XIII of the Scottsdale Revised Code, and the terms and conditions of the event contract.

1.19 Noise. Sound equipment, public address, and any other sound producing equipment shall be operated and controlled so that any sound produced does not exceed the established ambient noise level audible at the boundary of WestWorld. Event producers and all visitors shall obey all WestWorld staff instructions concerning sound equipment volume and all other aspects of noise producing equipment. Ambient noise is as defined in SRC §19-25(2)(a), (b), and (c).

1.20 Emergency and Utility Vehicle Passage. Event producers shall keep all fire lanes, emergency, and service ways open for passage at all times.

1.21 Use of Off-Duty Police Officers. Any WestWorld event that is required to have a city approved public safety plan that is either required by the city or the event producer who desires to have police employees present for security or traffic control services shall employ only off-duty Scottsdale police employees in accordance with SRC §17-325.

1.22 Event Contract Requirements. All event producers and other WestWorld users must comply with all applicable WestWorld Rules and Regulations and event contracts applicable to the event with which they are associated, including compliance with all instructions given by WestWorld staff.

1.23 Updated Rules and Regulations. WestWorld reserves the right to amend these Rules and Regulations as may be necessary from time to time. WestWorld event producers or users of WestWorld facilities are responsible for obtaining the most recent version of the Rules and Regulations. The most recent version of the WestWorld Rules and Regulations will be posted on WestWorld's website at www.WestWorldaz.com or are available at the WestWorld Administrative Offices.

1.24 Exceptions to Rules and Regulations. Any exception to these Rules and Regulations is void unless the exception is specifically authorized in an Event Contract or is confirmed in advance in writing signed by an authorized WestWorld staff member.

EQUESTRIAN AND ANIMALS:

2. Horses and Other Livestock.

2.1 Horse Check-in. No horse is allowed at WestWorld (except for horses using the trailheads to access trails outside WestWorld) without first complying with the following:

a. All horses entering WestWorld that have just entered the State of Arizona within the past thirty-days (30) must have an active health certificate issued within the past thirty-days (30).

b. All horses Entering WestWorld must have a negative EIA (Coggins Test/Equine Infectious Anemia) dated within the past twelve-months (12).

c. Any horse using a WestWorld arena or polo field authorized by an event contract, or with an event producer who is managing the stall, the arena, or polo field pursuant to an event contract must be housed in a WestWorld stall.

d. The fee related to such an event contract must be paid in advance.

e. The owner of the horse must sign a Liability Release and Waiver Agreement as set forth in Exhibit "1" and provided by the event producer stating that WestWorld is in no way responsible for the care, custody, or control of any horses, people, or equipment that is a part of the event taking place at WestWorld.

2.2 Horse Activities. Horses are only permitted in immediate barn areas, in posted available arenas, polo fields, and in designated areas connecting such facilities to the barn areas.

2.3 Horse Safety. Horse safety is the joint responsibility of horse owners and riders, those who bring horses to WestWorld, and those who have charge of horses while at WestWorld.

2.4 Loose Horses. At no time are horses permitted to run loose in the arenas, polo fields, or anywhere else while at WestWorld.

2.5 Horse Washing. Horses shall only be washed at improved wash racks. Horses shall not be washed in stalls, barns, bathrooms, walkways, streets or any other areas within WestWorld.

2.6 Horse Tying. Horses shall not be tied to any WestWorld structures not specifically designated for that purpose, and this includes corral and arena fencing.

2.7 Horse Speed. Horses are to move only at a walking speed except while in an arena or on a polo field.

2.8 Equestrian Classes. All equestrian activities shall be held within arenas or on the polo field.

2.9 Standing Horses. No horse shall stand outside its trailer past 8:00 p.m. or longer than one (1) hour after the last class or other equestrian event in which the horse was a participant.

2.10 Farrier Activities. Hot shoeing is prohibited in barn areas.

2.11 Other Livestock. All Rules and Regulations applicable to horses and equestrian activities are also applicable to mules, other livestock, and their activities.

3. Horse Barns and Stalls.

3.1 Portable Pens. Portable pens, barns, or stalls are not allowed at WestWorld, except as may be provided by WestWorld.

3.2 Sleeping in Barns. No person may sleep in any WestWorld barn.

3.3 Unlocked Stalls. A stall is considered "used" for the entire day when it is unlocked.

3.4 Overstaying. A stall day is from 6:00 a.m. to 6:00 a.m. the next day. Any stall occupied after 6:00 a.m. will be charged for an additional day.

3.5 Delayed Departures. In the event of delayed departure by the previous WestWorld event, stalls will be accepted as-is by the next event.

3.6 Outside Feed and Bedding. Hay, feed, shavings, and bedding provided by vendors not authorized by WestWorld are prohibited. If unauthorized bedding is imported, a fee of \$250 may be imposed, and the responsible party may be evicted from WestWorld.

3.7 Bedding Required. The party responsible for the animal must assure that at least two bags of shavings are spread in any WestWorld stall occupied by any livestock.

3.8 Stall Waste. Stall waste is to be placed only in areas designated by WestWorld staff. Stall waste may not be discarded in any walkway or trash barrel. Any questions about

stall cleaning or waste disposal should be addressed to WestWorld staff. Manure drop areas are designated by signs showing manure drops. Trash is not to be mixed with manure.

3.9 Refuse. Event producers are responsible to clean up and remove from WestWorld all waste, cartons, trash, decorative materials, manure droppings, etc. WestWorld reserves the right to perform clean up and charge event producers at the current posted labor rate, plus the cost of supplies and equipment needed to perform clean up if the event producer fails to adequately and properly clean up and remove such waste, cartons, trash, decorative materials, and manure droppings, etc.

3.10 Stall Assignments. At least two (2) days before the beginning of the move-in period, event producers must deliver to WestWorld a stall chart showing all stall assignments for the event. Extra labor for WestWorld occasioned by changes to stall assignments after the stall chart is submitted will be charged back to the event producer.

3.11 Stall Records. In the event of a disagreement between an event producer and WestWorld over the number of stalls used by an event, the final stall count will be determined by WestWorld's stall accounting chart.

3.12 Stall Charges. Stall charges are calculated per day (6:00 a.m. to 6:00 a.m.). All stalls allocated to an event will be charged for each day of the event.

3.13 Transient Horses. Barns and stalls allocated to an event are only for the use of horses participating in the contracted event. Absolutely no in-transit, transient, or other non-event horses are allowed during an event.

3.14 Barn Decorations. Barn decorations shall not extend more than ten (10) feet from the nearest wall of the barn, and shall not extend into any driveway or fire lane.

4. Pets.

Pets include all small domestic animals other than livestock, which are defined as neat animals, horses, sheep, goats, swine, mules, and asses.

4.1 Leashes. All pets must be kept on a leash at all times and held by a person unless the pet is confined inside a permitted pen, stall, or R.V. All pet feces must be picked up and properly disposed of by the person responsible for the pet.

4.2 Pets near Barns. Any pet in a barn area must be on a leash or secured in a stall.

4.3 Pet Areas. No pets are allowed in show rings or arenas.

5. Animals.

5.1 Animals. No animals are allowed at WestWorld other than:

- a. Horses in compliance with applicable rules and regulations.
- b. Animals that are being transported in a proper motor vehicle to a place within WestWorld where the animal is allowed.
- c. Animals that are part of an authorized event.

d. Seeing Eye Dogs and similar animals providing health assistance to disabled persons.

e. Pets subject to applicable rules and regulations.

f. Canine police patrols and other security or law enforcement animals.

5.2 Responsible Parties. All of the following people are jointly and severally responsible for compliance with all rules and regulations affecting any horse, pet or other animal during the entire time the horse, pet or other animal is at WestWorld:

a. The owner of the horse, pet or other animal.

b. The person riding the horse or other animal.

c. The person having charge of the horse, pet or other animal.

d. The producer of the event.

CONCESSIONS:

6. Food and Beverage.

6.1 Food and Beverage Sales. Sales and distribution of food and beverages is not allowed at WestWorld unless specifically authorized by contract with WestWorld. All personal food brought into WestWorld must be confined to an RV. Personal food and barn parties are not allowed in the barns. All personal food preparation and/or service must be approved in advance in writing by WestWorld management and the exclusive WestWorld food vendor.

6.2 Alcohol. Alcoholic beverages are not permitted on the WestWorld property unless provided by WestWorld or its contract vendors. Alcohol is not to be removed from WestWorld property.

6.3 Alcohol in Barns. Alcohol consumption or sales is not permitted in the barn areas.

6.4 Concessions. WestWorld may elect to allow any concessionaire operating at any fixed location within WestWorld to remain open for business from time to time during any event.

6.5 Video and Vending Machines. Vending machines and Arcade devices (such as video games and pinball machines) are prohibited.

SAFETY:

7. Fires and Smoking.

7.1 Fire Department. The local fire department is the Scottsdale Fire Department.

7.2 Fire Clearances. Tents, temporary barns, etc. may not be occupied until all applicable permits have been issued by the Fire Department.

7.3 Fire Department Instructions. Users must comply with all fire department instructions.

7.4 Campfires. Open cooking and campfires are prohibited.

7.5 Heaters. The use of electric, open flame, gas burners, and space heaters are prohibited unless specifically approved in writing by WestWorld.

7.6 Smoking. Smoking is not permitted in WestWorld indoor arenas, buildings, and barn areas or any other area where signs prohibiting smoking may be posted.

7.7 Fire Extinguishers. Event producers must furnish fire extinguishers approved by the Fire Department at the following locations:

- a. Within seventy-five (75) feet of every temporary barn or tent.
- b. Any other location required by law or requested by the Fire Department.

7.8 Fires near Barns. Cooking, heaters, flames, and food preparation are prohibited within fifty-feet (50) of any barn.

7.9 Flammable Materials. All decorations and other decorative materials must be treated with flame-proofing and must be approved by the Fire Department.

MOTOR VEHICLES:

8. Vehicles and Parking

8.1 Off-road Vehicles. All off-road vehicles, including but not limited to, ATVs, golf carts, dirt motorcycles, motorized skateboards, and scooters are prohibited unless authorized in writing by WestWorld.

8.2 Vehicles near Barns. Motor vehicles are prohibited within barn areas except to load or unload horses, tack, or feed.

8.3 Overnight Parking. Overnight parking is not allowed at WestWorld except in RV or other specially designated overnight parking areas. No outside-amplified sound is permitted after 11:00 p.m., and no outside partying or raucous noise is permitted after 12:00 p.m.

8.4 Traffic Rules and Speeding. Traffic and parking signs are to be observed at all times, including posted speed limits. The posted speed limit on the main access road is 25 mph. All other roads are posted at 15 mph.

8.5 Fire Lanes. All designated fire lanes shall be kept clear at all times.

8.6 Towing. Vehicles parked in unauthorized areas may be towed at the owner's expense.

8.7 Vehicle Impound. WestWorld reserves the right to impound any vehicle that WestWorld management or security believes is violating applicable Rules and Regulations, is being operated in an unsafe or reckless manner, is obstructing vehicular or pedestrian traffic flow, or otherwise poses a potential threat to people, animals, public health and safety.

8.8 Drivers Licenses. All individuals operating a golf cart, ATV, motorbike, or any other motor vehicle must be at least sixteen (16) years of age, and have a valid driver's license. All motor vehicle operators are responsible for the safe operation of the vehicle.

8.9 Driveway Parking Prohibited. Parking, standing, loading and unloading is prohibited along the roads and driveways of WestWorld and upon any surrounding streets or land.

8.10 Trailers. Trailers for exhibitors not renting barns must be loaded, unloaded, and parked in areas designated for trailer day use and haul-in parking.

8.11 Drive Through Prohibited. No drive-through transaction or other business transaction involving a person in or upon a motor vehicle or other wheeled vehicle, whether motorized or not, shall occur at WestWorld.

8.12 Motor Vehicle Fueling. No motor vehicle fueling of any description shall occur at WestWorld. The preceding sentence does not prohibit incidental dispensing of nominal amounts of fuel ("Minimal Fueling") when performed in compliance with law to lightweight vehicles, such as parking lot trams and gas powered golf carts serving the event or to stranded motorists by roadside assistance organizations (such as AAA). During the event period, the event move-in period, and the move-out period, Minimal Fueling may also include refilling fuel tanks on light towers, generators, tractors, and other vehicles and equipment used directly in the event that cannot reasonably leave WestWorld for refueling. The event producer may allow properly licensed, insured, and safely operated fuel trucks to enter the use areas during the event move-in period, and the event move-out period to perform the Minimal Fueling.

a. Standard gasoline, diesel fuel, or other fuels or lubricants offered to the general public and necessary for operating motor vehicles and common construction or landscaping machinery serving events at WestWorld are permitted on WestWorld property. Such fuel and lubricants must be properly and lawfully contained in standard tanks and receptacles in quantities not exceeding fifteen (15) gallons that are either permanently installed in such vehicles and machinery, or that are being used for the Minimal Fueling required by Section 8.12.

9. Recreation Vehicles.

9.1 Overnight R.V. Check-in. No R.V. is allowed to stay at WestWorld overnight or to attach to WestWorld power or water without first complying with the following:

a. The R.V. must be authorized by a contract with WestWorld or with an event producer who is managing an R.V. space pursuant to an event contract with WestWorld.

b. The owner must sign a Liability Release and Waiver Agreement stating that WestWorld is in no way responsible for the care, custody, or control of their vehicle or their actions while at WestWorld. Event attendees and R.V. guests using R.V. spaces allocated to the event shall register with the event producer and not with WestWorld, and shall sign Liability Release and Waiver Agreements as set forth in Exhibit "1", and provided by the event producer. The originals of all Liability Release and Waiver Agreements must be delivered by the event producer to WestWorld before the event move-out.

9.2 Vehicle Utility Use. Except for R.V.'s in designated R.V. spaces, no vehicle shall park adjacent to, inside of, or derive electrical power from any building on the grounds.

9.3 Overnight Charges. Parking for all vehicles remaining at WestWorld overnight shall be confined to formally marked overnight parking areas.

9.4 Overnight Vehicle Charges. Nightly rates for use of such overnight parking areas are

available upon request.

9.5 Utility Hookups. R.V.'s will be charged a daily rate with or without hookups.

9.6 Waste Water. All R.V.'s must be equipped with holding tanks for gray water and black water. Dumping of gray water or black water on WestWorld is prohibited. If gray water is dumped on WestWorld property, a cleanup fee of \$100 will be imposed and the responsible party may be evicted from WestWorld. If black water is dumped on WestWorld property, a cleanup fee of \$250 will be imposed and the responsible party will be evicted from WestWorld and may be liable for any health or safety issues created by their actions.

9.7 R.V. Spaces. Only one R.V. may be parked at an R.V. space. No more than two (2) vehicles are allowed at an R.V. space. All vehicles at an R.V. space must be completely parked within the boundaries of the R.V. space.

9.8 Washing Vehicles. The washing of trailers, RV's, and other vehicles on WestWorld property, without the prior written consent of WestWorld, is prohibited.

EVENT OPERATIONS:

10 Event Responsibilities

10.1 Event Agreements. No event may occur at WestWorld unless and until the event producer has entered into a formal written event contract with WestWorld.

10.2 Event Rules. All WestWorld Rules and Regulations shall apply to all events at WestWorld unless the event contract specifically identifies an exception to a particular rule or regulation.

10.3 Public Access Areas. The event producer and WestWorld visitors shall not obstruct any part of a driveway, sidewalk, entryway, passage vestibule, hall, or other access way. Such areas shall only be used for ingress and egress to and from the WestWorld facilities.

10.4 Light Obstruction. The event producer and WestWorld visitors shall not obstruct lights, doors, skylights, stairways, windows, or other openings.

10.5 Non-event Days. During move-in periods and move-out periods, WestWorld is only obligated to provide very minimal staffing and heat/air conditioning, building lighting, and other utilities, unless required otherwise by an event contract.

10.6 Removal Cost. If an event producer fails to timely remove any materials, equipment or supplies of any kind from WestWorld, the cost of removal shall be added to the cleanup cost and charged to the event producer.

10.7 WestWorld Staff Access to Facility. Event producers shall admit authorized WestWorld staff members to all parts of WestWorld at all times upon the presentation of WestWorld staff identification cards for purposes of:

a. Performing, administering, or enforcing these Rules and Regulations or any event contract.

- b. Examining, inspecting, evaluating, planning, repairing, designing, maintaining, showing, or otherwise administering events or WestWorld.
- c. Performing WestWorld's regulatory, law enforcement, and other governmental duties.
- d. Exercising any rights provided to WestWorld under an event contract.

10.8 WestWorld Control. WestWorld shall at all times have the right to exercise care, custody, and control over WestWorld and its facilities, and shall maintain possession and control of all keys to WestWorld facilities. Only WestWorld employees may lock and unlock the entrances and exits to WestWorld at such times as may be required by an event contract. Event producers are responsible, at their sole cost and expense, to maintain sufficient watchmen at all unlocked entrances and exits.

10.9 Exhibit Entrances. Event producers may move exhibits, fixtures, materials, animals, equipment, displays, and other items into or out of any building or arena only at such entrances as may be designated by WestWorld.

10.10 Defacing of WestWorld Facilities. The following are prohibited:

- a. Anything that tends to injure, mar, or in any manner deface the facilities.
- b. Driving or installing any nails, hooks, staples, tacks, or screws into any part of the facilities.
- c. Making any alterations of any kind to any buildings, equipment, or other facilities.

10.11 Staking. Staking of tents and other staking is prohibited without WestWorld's prior written permission. Any permitted staking shall only be undertaken with WestWorld grounds personnel in attendance. Event producers and the persons driving stakes are personally responsible for any damage to underground utilities whether marked or not. Event producers shall fill with sand all tent stake or other holes in turfed areas, and shall patch all tent stake or other holes in all other surfaced areas.

10.12 Staging and Setup. Event producers are responsible for ensuring that all staging, tents, novelty vendors, etc. comply with move-in and move-out dates and times. All staging, obstacle construction, locations, and other aspects of setup must be approved by WestWorld before initiation of any staging and setup. Event producers shall keep WestWorld informed of the progress of move-in and move-out.

10.13 Large WestWorld Tent. Event producers who use the large WestWorld tent must comply, at their own expense, with all fire monitoring and other requirements related to their use of the tent.

10.14 Actions by Others. The event producer is responsible to assure compliance with the event contract and these Rules and Regulations by all persons attending the event.

10.15 Trash. Event producers shall provide commercial dumpster service for the adequate and sanitary handling and disposal, away from WestWorld, of all trash, garbage and other refuse related to the event producer's use of WestWorld Facilities.

10.16 Litter. Event producers shall provide litter pickup and other maintenance related to the event.

10.17 Traffic on Polo Field. Except for activities authorized by an event contract, event producers shall keep all people, animals, vehicles, and other unauthorized traffic off the polo fields.

10.18 Liability for Damage. Event producers shall pay for any damage resulting from any misuse of any WestWorld facility or equipment by any persons attending the event.

10.19 Damage. Event producers shall replace any WestWorld property consumed, damaged or removed, including without limitation, missing or damaged:

- a. Locks, latches, screws or metal trim.
- b. Holes one-eighth inches (1/8") or larger in diameter.
- c. Stall panels.
- d. Arenas, buildings and other facilities.
- e. Water or telephone lines and other utilities.
- f. Telephones, microphones, and show office equipment.
- g. Chairs, picnic tables and other equipment.

10.20 Occupancy Permits. Event producers shall obtain City of Scottsdale occupancy permits for tents and temporary show office trailers.

10.21 Repair and Restoration. Event producers shall repair, to the satisfaction of WestWorld, any damage to WestWorld occurring during the event producer's use. Event producers shall restore any changes to the surface of WestWorld.

10.22 Quality Service. Event producers shall operate the event in a first-class manner; shall furnish prompt, clean and courteous service; and shall keep all areas used attractively maintained, orderly, clean, sanitary and in an inviting condition at all times and meeting or exceeding the standards of comparable first class events in the western United States, all to WestWorld's reasonable satisfaction.

10.23 Cleaning. Event producers shall thoroughly clean and prepare all use areas for use by subsequent WestWorld users, including without limitation, the following areas:

- a. Barn areas.
- b. Staging areas.
- c. Spectator areas.
- d. R.V. areas.

- e. Parking areas.
- f. Restrooms.
- g. Areas subject to manure, shavings, or bedding.
- h. Exhibit, displays, and activity areas.
- i. All other areas used by the event.

10.24 Event Staff Education. Event producers are responsible to inform all vendors, employees, and other workers related to the event of all Rules and Regulations and event contract requirements applicable to the operation of their event.

10.25 Trademarks. Event producers shall pay all costs associated with the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated into any event at WestWorld.

10.26 Weather. Bad weather does not absolve an event producer from complying with these Rules and Regulations or with the event contract.

11 Deadly Weapons and Materials.

11.1 The WestWorld Facility is located and operates on real property owned by the United States Bureau of Reclamation under a long-term License Agreement. WestWorld is considered a Reclamation Facility and as such, the Code of Federal Regulations, 43 CFR 423.30, prohibits weapons on a Reclamation Facility. Weapons are defined as firearms, ammunition, bows and arrows, crossbows or other projectile firing devices.

a. No person shall transport onto WestWorld a deadly weapon in a motor vehicle. A deadly weapon is anything designed for lethal use, including firearms and ammunition. Notwithstanding this prohibition, a person may transport a deadly weapon onto WestWorld if it is lawfully transported and stored in the person's locked and privately owned motor vehicle, or in a locked compartment in a person's privately owned motorcycle, and not visible from the outside of the motor vehicle or motorcycle.

b. No person shall enter an event arena, whether indoors or outdoors, any barn, or the polo fields carrying a deadly weapon on his person, including any knives six (6) inches or longer, at any time when WestWorld is open to the public for any event under contract with WestWorld. This prohibition shall extend to event setup, the scheduled event, and event move-out. The person shall be required to place his deadly weapon in secure storage as provided by WestWorld that is readily accessible on entry and immediately retrievable on exiting the event. This prohibition shall also extend to all areas where alcoholic beverages are sold or served by WestWorld's licensed concessionaire or events authorized by an event contract to sell and serve alcoholic beverages.

c. Fireworks or explosives except as are authorized by the Fire Department and the event contract are prohibited.

d. Illegal drugs and all other contraband are prohibited.

11.2 Hazardous Materials. All activities upon or about WestWorld shall be subject to the

following regarding any hazardous waste or materials or toxic substances or any substance now or hereafter subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., or any other existing or future federal, state, county, or local law pertaining to hazardous waste or toxic substances (collectively "Toxic Substances"):

a. WestWorld users shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about WestWorld.

b. The prohibitions of the preceding sentence only shall not apply to janitorial supplies and similar materials in the minimum quantities reasonably necessary for first class modern cleaning uses of WestWorld Facilities as permitted by WestWorld.

11.3 WestWorld users shall dispose of all Toxic Substances away from WestWorld as required by law and by WestWorld.

11.4 WestWorld users shall not use WestWorld in a manner inconsistent with regulations issued by the Arizona Department of Health Services or in a manner that would require a permit or approval from the Arizona Department of Health Services or any other governmental agency.

11.5 In addition to and without limitation of any other indemnities or obligations, WestWorld users shall pay, indemnify, defend and hold WestWorld harmless from and against any loss or liability incurred by reason of any Toxic Substance on or affecting WestWorld, attributable to or caused by a WestWorld users (or anyone using the WestWorld Facility under an event contract or acting or claiming under the event producer or the event contract).

11.6 Within twenty-four (24) hours after discovery, a WestWorld user shall notify WestWorld in writing of any prohibited Toxic Substance found at any time at WestWorld.

12 Electricity and Lighting.

12.1 Lighting Hours. Arena lights shall be turned off, on or before 11:00 p.m.

12.2 Lighting Instructions. Event producers shall obey all WestWorld staff instructions concerning lighting use.

12.3 Energy Conservation. Event producers shall not use more lighting than reasonably necessary for any activity. Without limitation, event producers shall turn off all outside arena lights when an arena is not in use. Event producers shall turn off all lighting not in current use to light a specific activity.

12.4 Equipment Operation. Only WestWorld employees may operate light switches, circuit breakers, sound systems, electrical facilities, video systems, and other electrical equipment.

12.5 Overloading Electrical Circuits. Event producers shall not exceed the safe capacity of any electrical circuit, breaker, or other component. Any person overloading circuits will be billed for the labor to reset the circuits and any harm caused by the overloading.

12.6 Utilities. The event producer is responsible for all expenses related to connection and

distribution of all available WestWorld utilities. The installation of additional temporary utilities, including all associated costs, shall be the responsibility of the event producer. The event producer shall contract with a WestWorld approved, licensed contractor to perform necessary work, and a member of the WestWorld Operations staff shall supervise.

Exhibit "1"

CITY OF SCOTTSDALE WESTWORLD LIABILITY RELEASE AND WAIVER AGREEMENT

I hereby acknowledge that the WestWorld Recreational Facility is a multi-use facility that hosts events which may include, among other things, motor vehicles, horses, dogs, or other events that are accompanied by an inherent risk of injury. I also acknowledge that multiple events may be occurring at WestWorld simultaneously and both indoor and outdoor recreational facilities may be susceptible to risks or dangers resulting from weather, usage, or other conditions beyond the control of the City of Scottsdale.

IN CONSIDERATION thereof and in consideration of my admittance into the WestWorld Recreational Facility, and to the fullest extent permitted by law, acting on behalf of myself, my heirs, successors, and assigns, I do hereby waive any and all claims against and release and forever discharge the City of Scottsdale and the United States Bureau of Reclamation, and any of its elected or appointed officials, officers, commissioners, employees, agents, and representatives from any and all demands, claims, proceedings, suits, damages, losses, causes of action and expenses related to, arising out of, or resulting from, my visit, use or occupancy of WestWorld and its various recreational facilities and services. This release of liability extends to any and all circumstances, whether or not caused in part by the City of Scottsdale or the United States Bureau of Reclamation, their elected or appointed officials, officers, commissioners, employees, agents, and representatives.

I further agree that to the fullest extent permitted by law, I will indemnify, defend, and hold harmless the City of Scottsdale and the United States Bureau of Reclamation, and any of its elected or appointed officials, officers, commissioners, employees, agents, and representatives. I will indemnify, defend, and hold them harmless from and against any and all allegations, demands, claims, proceedings, suits, causes of action, damages, wrongful death claims, losses, expenses, including claims adjusting and handling expenses, attorney's fees, court costs, appellate proceedings, judgments and obligations, which may be imposed upon or incurred by or asserted against the City or the Bureau by reason of my admittance to WestWorld, and that arise from or out of any negligent or intentional actions, errors, mistakes, or omissions caused in whole or in part by me or anyone for whom I am directly or indirectly responsible.

The City of Scottsdale and the United States Bureau of Reclamation, their elected or appointed officials, officers, commissioners, employees, agents, and representatives are not responsible in any manner for any damages to, or have any responsibility for the care, custody, and control of my animal(s), or personal property, including but not limited to, my motor vehicles or equipment.

By signing below, I acknowledge I have read and fully understand the Rules and Regulations of WestWorld and the provisions of this Liability Release Agreement, and fully accept the terms and conditions thereof:

Signature: _____

Name (print): _____

Date: _____

Cell Phone #: _____